

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ELIZABETH McMILLAN-McCARTNEY

Plaintiff

v.

CALDWELL McMILLAN, JR.

Defendant

Case No.:

18-cv-03331-MJM

CONSENT ORDER REGARDING SALE OF LOTS

The Court has concluded that the Plaintiff is entitled to compel the sale of the “Homestead Property,” consisting of Lots 28R-A and 28R-B of the Twin Hills subdivision. (Ct. Mem. at ECF 93 p. 12.) The parties agreed to try to resolve the details of the sale in lieu of appointing a trustee to manage the sale of the lots, and consent to the entry of this order. It is thereupon,

AGREED AND ORDERED, that the parties shall sign a broker listing agreement with Amy Juras and Long & Foster Bestgate Annapolis, under standard and customary terms of listing and a price recommended by Ms. Juras. It is further,

AGREED AND ORDERED, that the Defendant shall cooperate in the sale of the lots, and shall vacate the Homestead Property for the duration of any showings of the Homestead Property with 24 hours written notice by email and text, and the Defendant shall confirm by email and text within 12 hours of notice; the Defendant

will also allow the installation of a lockbox to permit the listing agent to give remote access to a buyer's agent who is accompanying prospective buyers. It is further,

AGREED AND ORDERED, that the Defendant shall pay half the property taxes due by December 15, 2022, and all the homeowner's insurance on the Homestead Property due by January 10, 2023. It is further,

AGREED AND ORDERED, that Defendant shall timely pay all utility bills for the Homestead Property, including but not limited to water, electric, cable, telephone, and gas, as they come due and shall be liable for any unpaid utility bill and any arrears up to the date of the closing. It is further,

AGREED AND ORDERED, that if the Defendant breaches any term of this Consent Order or if there is not a contract on both lots by June 30, 2023, the Plaintiff may request that a trustee be appointed (alternatively, the parties may jointly elect to continue to pursue a voluntary sale with an agent/broker and amend the listing as needed to facilitate the sale). It is further,

AGREED AND ORDERED, that, so long as he is in strict compliance with the terms of this Consent Order, Caldwell McMillan Jr. may continue to occupy the residence on the Homestead Property until the real estate closing date for the lot on which the residence sits. It is further,

AGREED AND ORDERED, that for each day beyond the real estate closing date that Caldwell McMillan Jr. occupies the residence after the real estate closing

date for the lot on which the residence sits, he shall pay to the Plaintiff liquidated damages of \$150.00 per day. It is further,

AGREED AND ORDERED, that breach of these terms shall entitle the other party to reasonable attorney's fees incurred as a result of the breach, in addition to damages. It is further,

AGREED AND ORDERED, that the Court shall retain jurisdiction to appoint a Trustee to manage the sale of the Homestead Property and to enforce the terms of the Parties' Settlement Agreement.

Matthew J. Maddox
United States Magistrate Judge

Date

Approved:

/s/ Suvita Melehy
Suvita Melehy
Attorney for Elizabeth McMillan-McCartney

/s/ Sean R. Day (with consent)
Sean R. Day
Attorney for Caldwell McMillan, Jr.